temporary breach of the vacancy clause as in the case of the other conditions. The principal case contains a thorough review of the decisions upon the subject. The majority of the decisions hold with the principal case that even a temporary breach renders the policy void. *German Ins. Co.* v. *Russel,* 65 Kan. 373, 69 Pac. 345, 58 L. R. A. 234; *Hardiman* v. *Fire Ass'n.,* 212 Pa. 383, 61 Atl. 990. On the other hand a number of decisions hold that a temporary vacancy only suspends the policy during the vacancy and that it is revived by reoccupancy, *Ins. Co. of N. A.* v. *Garland,* 108 Ill. 220; *Phoenix Ins. Co.* v. *Burton,* 39 S. W. 319; *Ins. Co. of N. A.* v. *Pitts,* 88 Miss. 587, 41 So. 5, 7 L. R. A. N. S. 627. These decisions seem to ignore the plain words of the contract, which in terms renders the whole insurance void. As is pointed out in the principal case some of these decisions are based upon the authority of old cases arising under policies containing entirely different stipulations, the courts having followed them at the expense of the express provisions of the modern contracts. For a further discussion of the subject see notes to 10 L. R. A. (N. S.) 737, and 28 L. R. A. (N. S.) 593.

INSURANCE—INSURABLE INTEREST OF A CORPORATION IN THE LIFE OF AN OFFICER.—The insured was president, general manager, and the principal incorporator the plaintiff company. By agreement he insured his life in the defendant company for the benefit of the plaintiff corporation, the policy stating that the interest of the beneficiary was the "loss of service in the event of death." The first and all subsequent premiums were paid by the plaintiff company. *Held,* the contract was not ultra vires on the part of the plaintiff corporation, and the contract of insurance was not obnoxious to public policy as the plaintiff had an insurable interest in the life of the insured. *Mutual Life Ins. Co. of New York* v. *Board, Armstrong & Co. Corporation* (Va. 1914), 80 S. E. 565.

Although this form of life insurance is not uncommon the question of its validity has not often been before the courts. Life insurance is not a contract of indemnity merely, but a contract to pay the beneficiary a certain sum of money in the event of death. *Howe* v. *Griffin,* 126 Ky. 373, 103 S. W. 714, 128 Am. St. Rep. 296 and note. Any reasonable expectation of pecuniary benefit from the continued life of another creates an insurable interest in such life. The essential thing is that the policy shall be obtained in good faith and not for the purpose of speculating upon a life in which the assured has no interest. *Mutual Life Ins. Co.* v. *Schaefer,* 94 U. S. 457, 24 L. Ed. 251. Applying this principle it has been held that a co-partnership has an insurable interest in the life of one of the partners. *Rahedus et al.* v. *Peoples Bank of Minneapolis,* 113 Minn. 496, 130 N. W. 16, Ann. Cas. 1912 A 299. But see *Powell* v. *Dewey,* 123 N. C. 103, 31 S. E. 381, 68 Am. St. Rep. 818, where the contrary was held. The decisions on the subject of insurance by a corporation upon the life of an officer have usually involved two questions: first, the insurable interest of a corporation in the life of an officer or principal stockholder; second, the power of a corporation to enter into such a contract. On the first question it was held in *Mechanics*

National Bank v. *Comis.*, 72 N. H. 12, 55 Atl. 191, 101 Am. St. Rep. 650, that a creditor of a corporation had an insurable interest in the life of its manager. Such an interest could certainly be no greater than that of the corporation itself, and the language of the court would indicate that such was its view of the case, but the right of a corporation to carry such insurance was not before the court. In *Keckley* v. *Coushohockton Glass Co.*, 86 O. St. 213, 99 N. E. 299, Ann. Cas. 1913 D. 607 and note, the court says that a corporation can have an insurable interest in the life of a principal stockholder and promoter. But the question arise in a suit between two beneficiaries under the policies. The insurer did not deny liability and the case was decided upon the ground of estoppel. It is believed that the principal case is the first one to sustain such a policy in a suit against the insurer. On the other hand see *Security Mutual Ins. Co.* v. *Schott*, 30 Ohio Cir. Dec. 249, holding that a corporation has not an insurable interest in the life of a director, and *Tate* v. *Commercial Building Ass'n.*, 97 Va. 74, 33 S. E. 382, 45 L. R. A. 243, 75 Am. St. Rep. 770, that a building association has no insurable interest in the life of a stockholder who is not a debtor of the association. From these decisions and upon general principles it would seem that while an insurable interest will not arise from the mere relation of director or stockholder, yet a corporation by reason of peculiar circumstances may have such a pecuniary interest in the life of an officer or promoter as would ordinarily be insurable. Is there any reason why a corporation should not carry such insurance? This raises the second question as to whether such contracts are ultra vires of a corporation. The principal case holds that they are not and that such contracts are not contrary to public policy because of the corporate nature of the beneficiary. The contrary was held in *Victor* v. *Louise Cotton Mills*, 148 N. C. 107, 16 Ann. Cas. 295, 16 L. R. A. (N. S.) 1020. This was a suit by a stockholder to enjoin the corporation from carrying insurance on the life of its president. The president had resigned at the time the suit was brought, but the reasoning of the court is broad enough to cover the present case. For further cases on the subject see notes in 16 Ann. Cas. 295 and 16 L. R. A. (N. S.) 1020.

JUDGMENT—FOREIGN JUDGMENT IN PERSONAM ON CONSTRUCTIVE SERVICE.—Where the defendant, a Bavarian subject, was sued in New York on a judgment rendered against him in Bavaria on service by publication, *held* that the judgment would not be enforced here, it appearing that the defendant was domiciled and resident in New York and had filed notice of his intention of becoming a citizen of the United States at the time the said foreign judgment was rendered. *Grubel* v. *Nassauer*, (N. Y., 1913) 103 N. E. 1113.

Though the validity of personal judgments rendered on constructive service of process against non-residents is quite generally denied, when called in question in foreign jurisdictions, *Pennoyer* v. *Neff*, 95 U. S. 714, 24 L. Ed. 565; *Deering* v. *Bank of Charleston*, 5 Ga. 497, 48 Am. Dec. 300; see 12 MICH. L. REV. 312, and 16 L. R. A. 231; numerous cases have suggested obiter the right of a state to authorize personal judgments upon constructive